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Bo-In Lin

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EXAMINER

ALVAREZ, RAQUEL

ART UNIT

PAPER NUMBER

3688

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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 09/851,793	<b>Applicant(s)</b> LIN, BO-IN	
	<b>Examiner</b> Raquel Alvarez	<b>Art Unit</b> 3688	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 01 June 2010.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |   |   |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                    | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)         | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____   | 6) <input type="checkbox"/> Other: _____                          |

### DETAILED ACTION

1. Claims 1-26 are presented for examination.
2. This office action is in response to communication filed on 6/1/2010.

### **Claim Rejections - 35 USC § 103**

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomson et al. (US 2003/0061104, hereinafter Thomson) in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold.

With respect to claims 1, 8, 15, 16, 23, 24-25, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). A networked server managed by an after-sales-service and customer care (ASCC) center connected through said network system to a customer's computer having an ASSC server for allowing said customer to select and receive an electronic ASCC voucher defining an ASCC program and representing a value corresponding to a selection and purchase of said ASCC program made by said customer related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network defining said ASCC program to said customer to control and transmit said electronic voucher for

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paying for said ASCC program by using said value represented by said ASCC voucher to pay for said ASCC program performed by said ASCC provider selected by said customer (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102 0109].

With respect to the after-sales service and customer care provider selected by said customer. Thompson on paragraph 0081 teaches the customer purchasing an after-sales services such as a warranty. Thompson doesn't specifically teach independent service providers selectable by the user. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included in the after sales services of Thomson the teachings of Trefold for allowing the customer to select the care provider of their choice in order to provide **versatility** (in Trefold, page 3, 4<sup>th</sup> paragraph).

With respect to claims 2, 9, 17, the combination of Thomson and Trefold teach receiving an electronic voucher for making payment to a care service provider, Trefold teaches receiving performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included the teachings

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of Trefold of allowing the customer to transmit the performance voucher (electronic voucher) as payments or rewards for the service received in order to compensate the service providers of their choice. With respect to providing the vouchers over the network as a computer file. Official Notice is taken that it is old and well known to provide data as computer file over the network in order to provide convenience. It would have been obvious in the combination of Thompson and Trefold to have included providing the vouchers as a computer file over the network in order to provide convenience in managing and transmitting the performance vouchers.

With respect to claims 4-5, 11-12, Thomson further teaches transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to claims 6, 13, 18, 19, Thomson further teaches an after-sales service and customer care (ASCC) center further includes an ASCC database for keeping a record related to and defined by said ASCC program [0055].

With respect to claims 7, 14, Thomson further teaches organizing ASCC database according to said online GSP, said online customer and said ASCC provider [0085 0086].

With respect to claims 20, the limitations were previously addressed above in the rejection to claims 4-5, 11-12, and therefore rejected under similar rationale.

With respect to claims 21, Thomson further teaches an after-sales service and customer care (ASCC) center for issuing said electronic ASCC voucher and for coordinating, tracking, and carrying an insurance policy for said ASCC program [0062 0090].

Claims 3, 10, further recite the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trefold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trefold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

With respect to claims 22 and 26, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center for issuing an electronic ASCC voucher defining an ASCC program related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network to said customer to control and transmit said electronic voucher for paying for said ASCC program by using said value represented by said ASCC voucher (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057 0102 0109]; a plurality of after-sales-service customer care (ASCC) providers connected to said network [0080]; transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trefold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person

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of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trefold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

### **Response to Arguments**

4. Applicant argues that in Thompson the customer never receives an electronic voucher for transmitting to another person as a third party to carry out the after-sales service and customer care (ASCC program. The Examiner wants to point out that the claims were rejected under 103 by Thompson in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold and therefore the claims should be argue accordingly. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thompson and Trefold teaches allowing the customers to select the care provider of their choice in order to provide versatility (in Trefold, page 3, 4<sup>th</sup> paragraph).

5. Applicant argues that in Thompson the customer doesn't have much control because the customer does not control anything of value that can be used as payment or reward. The Examiner wants to point out that the claims were rejected under 103 by Thompson in view of article by Sally Trefold titled, "Choice rewards", hereinafter Trefold and therefore the claims should be argue accordingly. Trefold teaches individual



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receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thompson and Trefold teaches allowing the customers to select the care provider of their choice.

6. Applicant further argues that the disclosure of Trefold would have no bearing on the disclosures of Thompson because the voucher is not there and the selection is not an option anyway. In addition Applicant argues that there is no motivation to change the way operated by Thompson because the main concern of Thompson's disclosure is to enable the online sellers of goods and services to maintain their customers that is different and opposite to the purpose of this invention to enable the customers to have a greater and independent control of the ASCC programs. The Examiner wants to point out that Trefold teaches was cited to teach in general allowing a person to make choices by allowing to redeem their performance vouchers which allows the individuals to choose their own reward and allowing the individuals to select the service provider in which to redeem the services (see pages 2-3). Nothing in this general practice of allowing the customer/employees/users to use their vouchers at the service provider of their choice prohibits or exclude the teachings to be used in the after sale and customer care of Thompson in order to provide versatility and choices to the users.

7. Applicant argues that the teachings of Trefold doesn't allow the customers to select the care provider of their choice in order to provide versatility and that it conflicts

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with Thompson's purpose of not allowing a third care provider. The Examiner wants to point out that although Thompson doesn't teach a third party provider nothing in the teachings of Thompson prohibits using a third party provider of the user's choice. In addition, the Examiner wants to point out that the Applicant is concentrating in one embodiment of the reference. Other embodiments of Thompson clearly teaches the customer buying insurance or warranty "through the electronic warranty administrator or through third party issuers [0062].

8. Applicant argues that the major essence of the claimed invention is totally contradictory from a file that has a value for payment and that enables the customer to be in the "driver's seat" to drive and control the whole after sales customer care and service (ASCC). The Examiner wants to point out that nothing in the Thompson reference teaches away from or prohibits the teachings of giving the control of the after sales customer care and service (ASCC) to the customer. In addition, the file transfer and control would have made sense in the combination of Thompson and Trefold because Trefold teaches giving the users control of what service providers to use and to whom to make the payments to so therefore the combination of Thompson and Trefold doesn't teach away from a file that has value for payment. *In re Merck & Co., Inc.*, 231 USPQ 375 (CA FC 1986) A Non-obviousness cannot be established by **attacking references individually** where the rejection is based upon the teachings of a combination of references.≡

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9. Applicant argues that there's no mentioning in Thompson of transmitting the ASCC voucher from the customer to the ASCC service provider and that Thompson does not provide direct contact between the customer and the ASCC provider. The Examiner respectfully disagree with Applicant because in Thomson, the customer controls the terms of the warranty and the customer then takes this service warranty to the service provider or manufacturer as payment for service [0064] [0091]. In addition Figure 10 clearly teaches the customer communicating with the service provider for repairs or service, so therefore in some embodiments of Thomson, the customer has some control of the repair and service process.

10. Applicant argues that Thompson doesn't teach that the customer can select and receive an electronic voucher that has any value of payment. The Examiner disagrees because in Thompson the customer selects the product warranty and years of warranty (see Figure 1), a 3 year warranty having a greater value of payment than a 1 year warranty. The warranty being used as pre-payment for services.

11. Applicant argues that in Thompson the customers are not provided with a flexibility to select the ASCC service by sending the electronic voucher to an ASCC service provider selected by the customer. The Examiner once to point out that the claims were rejected under 103 over Thompson in view of Trefold and therefore should be argued accordingly. In Thompson the customers buy warranties and this warranty is used to as pre-payment for services provided. In some embodiments, Thompson

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teaches even teaches buying the warranties through third party issuers [0062].

Thompson doesn't specifically teach or is silent as to the implementation of independent service providers selectable by the user. Trefold teaches individual receiving performance vouchers which allows the individuals to choose their own reward and **allowing the individuals to select the service provider in which to redeem the services** (see pages 2-3). The combination of Thompson and Trefold teaches allowing the customers to select the care provider of their choice.

### **Conclusion**

12. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

**Point of contact**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Raquel Alvarez whose telephone number is (571)272-6715. The examiner can normally be reached on 9:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571)272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Raquel Alvarez/  
Primary Examiner, Art Unit 3688

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Primary Examiner  
Art Unit 3688

R.A.  
8/11/2010